

# Important Notice for *Ultra Home* Policyholders



This Notice must be read carefully as it gives information about changes to your insurance cover and your SmartWater complimentary system which may apply from renewal.

## Changes to the Terms of the Ultra Home cover

This Notice details the most significant of a number of changes that are to be made to the terms of your **Ultra Home policy wordings** with either version reference **ACPERHL1205 2.09** or **ACPERHL 1205/1 03.10** whichever applies for your cover. The changes will take effect from your renewal date whether or not you have chosen to include the Part of the cover that is to be amended. You should also note that in addition to the changes that we have outlined in this Notice, we have made others which correct formatting and grammatical errors that have come to light. We have not detailed these in this Notice as they do not affect the insurance cover that is provided under the policy. Please check your policy schedule to see the Parts of the cover that apply in your case.

Before you renew your policy, please make sure that the amended cover to be provided continues to meet your needs. When you renew your insurance you are agreeing to accept the changes we have detailed. As the changes detailed form part of your policy please keep them with your policy booklet for future reference.

### Policy Booklet

If you would like to have an up to date copy of the **Ultra Home policy booklet** or **Ultra Home policy summary** with the changes incorporated, they can be downloaded from our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk). Alternatively, if preferred we can send copies to you. Please email your request to [renewals@homeandlegacy.co.uk](mailto:renewals@homeandlegacy.co.uk) or call us on **0844 893 8360**.

### Policy Deductible

In addition to the changes to the policy wording that are detailed below the 'standard' policy deductible for most claims under Parts A, B and D Buildings, Contents and Personal Possessions will also increase to £250. **For full details of the deductibles that are to apply to your cover from renewal, please refer to your Schedule of Insurance.**

The changes to the **Ultra Home** wording are detailed below. We have indicated the location in the policy booklet where the change is to be applied and then provided a statement to explain the change. For some of the changes we have provided the replacement wording in full.

Location in Policy Wording	Statement of change in Terms
Page 4 Cancellation	<p><i>The cancellation wordings are amended as below following the introduction of a cancellation administration fee which will apply when the insurance is cancelled after the first 14 days.</i></p> <p><b>Cancelling your policy within the first 14 days</b> We want you to be happy with your Ultra Home Policy.</p> <p>If, having examined your insurance documentation, you decide not to proceed you may cancel the insurance, within 14 days of concluding the contract; or the day you receive your policy documentation if that is later.</p> <p>You can do this by contacting us or the insurance intermediary through whom you arranged this insurance.</p> <p>If you choose to cancel the policy, provided you have not made a claim, you will be entitled to a full refund of the premium paid. If you have made a claim the amount of refund will be calculated proportionately for the time for which you have been covered based on the annual premium payable. Where an event has occurred which may give rise to a total loss claim the full annual premium may be payable. If you cancel your cover any optional add-ons you included with your cover will also be cancelled.</p> <p>You may contact Home and Legacy Insurance Services Limited by telephone on 0844 893 8360 or write to: 500 Avebury Boulevard, Milton Keynes, MK9 2LA.</p> <p>If after 14 days you have not cancelled your Ultra Home Policy, we will assume that you wish your Ultra Home Policy to continue for the agreed period of insurance.</p>

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	<p><b>Cancelling your Ultra Home Policy after the first 14 days</b></p> <p>We and /or the insurer can cancel this Ultra Home Policy by sending 14 days notice in writing to you at your last known address.</p> <p>If you cancel the policy outside the first 14 days you will be entitled to a refund of the premium paid, subject to a deduction for the time you have been covered, plus an administration fee of £100 to cover Home &amp; Legacy's costs. As long as you have not claimed during the current period of insurance the amount of refund will be calculated on a proportionate basis for the time for which you have been covered based on the annual premium payable plus the additional charge of £100 for administration (subject to Insurance Premium Tax, where applicable).</p> <p>Where an event has occurred which has resulted in a claim or which may give rise to a claim, the full annual premium may be payable to us.</p> <p>If the policy is cancelled after 14 days, any optional add-ons (travel insurance) will automatically be cancelled.</p> <p>If the amount due when you cancel the policy is more than the amount you have paid you may be asked to pay the difference.</p>
<p><b>Page 4</b> <b>Financial Services Compensation Scheme (FSCS)</b></p>	<p><b><i>The protection you have under this scheme has changed:</i></b></p> <p>The protection is now 90% of the claim with no upper limit. (It was previously 100% of the first £2,000 and 90% of the remainder). For compulsory insurance the limit is unchanged at 100% of the claim.</p> <p>Further information about the compensation scheme arrangements is available from the FSCS. Phone: 0207 892 7300 or Email <a href="mailto:enquiries@fscs.org.uk">enquiries@fscs.org.uk</a></p>
<p><b>Page 5</b> <b>How to make a claim</b></p>	<p><b><i>For claims made under Parts A-D we have provided a contact number for calling us from overseas:</i></b></p> <p>If you are abroad and would like to contact us to make a claim please call + 44 (0)203 118 7777.</p>
<p><b>Pages 9-13</b> <b>Definitions</b></p>	<p><b><i>Various amendments have been made to the definitions as described below:</i></b></p> <p><b>Buildings – <i>this definition is extended and now includes:</i></b> solar panels</p> <p><b>Contents – <i>this definition is extended and now includes:</i></b> photographic equipment</p> <p><b><i>In addition, the section under the Contents definition that provides information about what is not included is amended to read:</i></b> <i>Also not included are spare parts and accessories, (although cover is provided for your computerised motor vehicle accessories when taken out of the vehicle and kept in the buildings of your home), any part of the structure of the buildings, animals, personal possessions, or credit cards.</i></p> <p><b>Deductible – <i>this definition is extended, with the following noted:</i></b> If you make a claim for what we identify as one or more separate events, you will need to pay a deductible for each separate event that we have identified.</p> <p><b>Event – <i>this definition is re-stated and now reads:</i></b> All loss, damage or legal liability that arises as a result of any single incident or occurrence.</p> <p><b><i>A new definition is included for:</i></b> <b>Mould</b> – a fungus that produces a superficial growth on various kinds of damp or decaying organic matter. Also includes mould spores and mycotoxins.</p> <p><b>Personal Possessions – <i>reference to ‘photographic equipment’ is removed from this definition following inclusion under the Contents definition.</i></b></p>

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<p>Page 14</p> <p>General Conditions</p>	<p><i>General Condition 1 is amended following an increase in the limit from 20% to 25%, for the automatic temporary cover provided for additions, alterations, improvements and new acquisitions. As a result of this change the wording of the last bullet point of the Condition is amended to read as below:</i></p> <p>You must notify us as soon as possible of any change of circumstances which may affect this insurance and in particular:</p> <ul style="list-style-type: none"> <li>Any changes to the sums you need to insure as a result of additions, alterations, improvements, and new acquisitions. Cover is provided automatically as follows:           <ul style="list-style-type: none"> <li><b>Part A</b> – Buildings for up to 25% of the <b>sum insured</b></li> <li><b>Part B</b> – Contents for up to 25% of the <b>sum insured</b></li> <li><b>Part C</b> – Fine Art for up to 25% of the <b>sum insured</b></li> <li><b>Part D</b> – Personal Possessions for up to 25% of the <b>sum insured</b></li> </ul> </li> </ul> <p>provided you notify us within 60 days of any addition, alteration, improvement or acquisition. See <b>Part A – Buildings, Section 3, Part B – Contents, Section 18, Part C – Fine Art, Section 4, Part D – Personal Possessions, Section 4.</b></p> <hr/> <p><i>The wording of General Condition 2 has been amended in part to clarify the index linking process as re-stated as below:</i></p> <p><b>Index Linking</b>            Inflation may make the <b>sum insured</b> inadequate. Insurers will therefore adjust the <b>sum insured</b> for <b>buildings</b> and <b>contents</b> each month in accordance with the movements in the following indices. No increase or decrease in premium will be due for each monthly <b>sum insured</b> change but at each renewal the revised <b>sum insured</b> will be calculated and shown on the <b>schedule</b>.</p> <ul style="list-style-type: none"> <li><b>Part A, Buildings</b> -The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.</li> <li><b>Part B, Contents</b> -The Government’s Retail Price Index.</li> </ul> <p><b>Sums insured</b> are not adjusted for inflation as regards any other coverage. You should review <b>sums insured</b> regularly to reflect new purchases, extensions, improvements and changes in market values.</p>
<p>Page 16</p> <p>General Exclusions</p>	<p><i>An additional exclusion, General Exclusion 4 is incorporated:</i></p> <p><b>Exclusion 4.</b>            This <b>Ultra Home Policy</b> excludes all loss or damage resulting from building works costing more than £50,000 or involving the application of heat and/or where you have entered into a contract which removes or limits your legal rights against the contractor or building firm (unless full details of any building works and building contract have been disclosed and agreed by us).</p>
<p>Part A – Buildings Insurance</p> <p>Page 17</p> <p>Page 17</p>	<p><i>The following amendments apply under:</i></p> <p><b>Section 2 - Outdoor Items</b>  <i>The exclusions under this Section are extended to include d):</i>  <i>d) pressure of snow</i></p> <hr/> <p><b>Section 3</b>  <b>Additions, Alterations and Improvements</b></p> <p><i>The limit of the cover under this section is increased from 20% to 25% of the contents sum insured.</i></p>

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Page 18	<p><b>Section 12 - Emergency Access to Gardens</b>  <i>The cover under this section is enhanced and re-stated under a new heading 'Emergency Access to your home' – previously cover was provided only for making good damage to gardens.</i></p> <p>Cover is now provided for the cost of making good damage to your home caused by access to your home by emergency services in order to combat fire or flooding.</p>
Page 18	<p><b>Section 13 - Replacement of external locks and keys</b>  <i>The wording of this Section is amended to read as below, extending the insurance to provide cover for additional keys.</i></p> <p>If the keys of the external doors, windows or alarms of the <b>buildings</b> or of safes are lost or stolen, <b>insurers</b> will pay the costs involved in replacing locks and additional keys to the external doors, windows, safes or alarms concerned.</p>
Page 19	<p><b>Section 1 – What is not covered</b></p> <p><i>Exclusion b) ii) is extended to exclude cover for loss or damage caused by mould.</i></p> <p><i>Exclusion b) ix) is amended as below to exclude loss or damage to trees, shrubs, lawns and plants growing in the open:</i>  There is no cover for loss or damage caused by:  b) ix) pressure of snow to domestic outbuildings which are not of <b>standard construction</b> and to fences, gates, hedges or trees, shrubs, lawns and plants growing in the open.</p> <p><i>Exclusion d) i) is amended as below:</i>  d) Loss or damage when <b>your home</b> is <b>unoccupied</b> caused by:  i) escape of water from fixed water apparatus, pipes or tanks unless the Buildings (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 10 degrees centigrade and any loft hatch kept open to allow warm air to circulate, or the water is shut off and the fixed water tanks, apparatus and pipes are drained.</p> <p><i>Exclusion h) is amended to read as below to exclude loss or damage for pressure of snow:</i>  There is no cover for loss or damage caused by:  h) Reinstatement of gardens following storm, flood, frost or following damage due to pressure of snow.</p>
Part B – Contents Insurance  Page 20  Page 20	<p><i>The following amendments apply under:</i></p> <p><b>Contents - Basis of Settlement</b>  <i>The limit for money is increased from £1,000 to £2,500. The wording is amended to read as below:</i></p> <p><b>Insurers</b> will not pay more than £2,500 in respect of <b>money</b> under this <b>Part</b> of the <b>Ultra Home Policy</b>.</p> <p><b>Section 2 – Food in Freezers</b>  <i>Cover is extended to include food in fridges, the wording is re-stated as below:</i></p> <p><b>Food in Freezers and Fridges</b>  Loss of or damage to the food in <b>your</b> domestic freezer or fridge at <b>your home</b> caused by a defect in <b>your</b> freezer or fridge or by a failure of the mains electrical or gas supply.</p> <p><i>This section does not cover loss or damage to food held for <b>business</b> purposes or caused by the deliberate act of any gas or electricity supplier or when the <b>home</b> has become <b>unoccupied</b>.</i></p>

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Page 21	<p><b>Section 7 – Replacement of external locks and keys</b>  <i>The cover under this Section is extended to provide cover for additional keys. The wording is amended to read:</i></p> <p><b>Replacement of external locks and keys</b>            If the keys of the external doors, windows or alarms of the <b>buildings</b> or of safes are lost or stolen, <b>insurers</b> will pay the costs involved in replacing locks and additional keys to the external doors, windows, safes or alarms concerned.</p>
Page 21	<p><b>Section 12 – Debris Removal</b>  <i>To provide greater clarity the wording of this section is re-stated as below</i></p> <p><b>Insurers</b> will pay up to £1,000 following the occurrence of loss or damage caused by an <b>event</b> covered under <b>section 1</b>; a) to remove debris; and b) to return the <b>contents</b> back to the room(s) where the <b>event</b> that resulted in the loss or damage occurred.</p>
Page 21	<p><b>Section 13 – Loss of Domestic Heating Oil and Metered Water</b>  <i>Cover under this Section is extended to include cover for domestic tank and metered gas. The section is re-worded as below:</i></p> <p><b>Loss of domestic heating oil, domestic tank &amp; metered gas and metered water</b></p> <p><b>Insurers</b> will pay up to 20% of the <b>contents sum insured</b> for loss of metered water, domestic heating oil or domestic tank and metered gas if the loss is caused by accidental damage to <b>your</b> fixed domestic water or heating installation.</p> <p><i>Cover is not provided under this section when the home is unoccupied.</i></p>
Page 22	<p><b>Section 18 – New Acquisitions</b></p> <p><i>The limit for this cover is increased from 20% to 25% of the Contents sum insured</i></p>
Pages 23 and 24	<p><b>Section 1 – What is not covered</b></p> <p><i>b) ii) is extended to exclude loss or damage caused by mould.</i></p> <p><i>d) x) is extended to exclude loss or damage caused by pressure of snow.</i></p> <p><i>f) i) is amended to exclude loss or damage when your home is unoccupied caused by :</i>  <i>escape of water from fixed water apparatus, pipes or tanks unless the buildings (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 10°C and any loft hatch kept open to allow warm air to circulate or the water is shut off and the fixed water tanks, apparatus and pipes are drained.</i></p>
<p>Part C – Fine Art</p> <p>Page 26</p>	<p><b>Fine art, gold, silver, gold and silver plate and antiques</b>  <i>What is not covered</i></p> <p><i>a) iii) is amended to make it clearer that there is no cover provided for loss or damage caused due to ‘mould’.</i></p> <p><i>d) i) is amended to exclude loss or damage when your home is unoccupied caused by :</i>  <i>escape of water from fixed water apparatus, pipes or tanks unless the buildings (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 10°C and any loft hatch kept open to allow warm air to circulate or the water is shut off and the fixed water tanks, apparatus and pipes are drained.</i></p>

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<p><b>Part D – Personal Possessions</b></p> <p>Page 27</p> <p>Page 28</p>	<p><b>Personal Possessions</b></p> <p><b>Section 4 – New Acquisitions</b>  <i>The limit for this cover is increased from 20% to 25% of the sum insured for personal possessions.</i></p> <hr/> <p><b>What is not covered</b></p> <p><i>b) is amended to read:</i>  Loss or damage caused by exposure to extremes of temperature, aridity, humidity, rising damp, to moisture, light or heat, corrosion, moth or <b>vermin</b>, fungus, <b>mould</b>, wet or dry rot, mechanical or electrical fault or breakdown, inherent defect, alteration, cleaning, renovation, repair, restoration or the like, misuse, defective design, defective workmanship or the use of defective materials.</p> <p><i>c) iv) is deleted in its entirety.</i></p> <p><i>g) i) is amended to read as below to exclude:</i>  <b>i)</b> escape of water from fixed water apparatus, pipes or tanks unless the <b>buildings</b> (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 10°C and any loft hatch kept open to allow warm air to circulate or the water is shut off and the fixed water tanks, apparatus and pipes are drained.</p>
<p><b>Part E – Family Legal Protection and Identity Fraud</b></p> <p>Page 35  Special Conditions</p>	<p><i>Special Condition 2 is restated as below:</i></p> <p><b>Our</b> consent to pay <b>legal costs and expenses</b> must be obtained in writing. <b>Legal costs and expenses</b> incurred before such consent is given will not be covered. Consent will be given if <b>you</b> can satisfy <b>us</b> that:</p> <p><b>a)</b> there are reasonable prospects of successfully pursuing or defending the <b>legal proceedings</b>;  and  <b>b)</b> it is reasonable in all the specific circumstances of the case for <b>legal costs and expenses</b> to be provided.</p> <p><b>Legal costs and expenses</b> incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the <b>legal proceedings</b> and the claim is covered under all other terms and conditions of the <b>policy</b>.</p> <p>The decision to grant consent will take into account the advice of <b>your appointed representative</b> as well as that of <b>our</b> own advisers. <b>We</b> may require, at <b>your</b> expense, an opinion of Counsel on the merits of the <b>legal proceedings</b>.  If the claim is subsequently admitted <b>your</b> costs in obtaining such an opinion and providing such advice will be covered under this insurance.</p> <p>If <b>you</b> decide to commence or continue <b>legal proceedings</b> for which we have denied support under Claims Settlement Condition 2a) and <b>your</b> action is successful, <b>we</b> will pay <b>legal costs and expenses</b> as if <b>we</b> had given <b>our</b> consent in the first instance.</p>
<p>Page 36  Special Conditions</p>	<p><i>Special Condition 6 a) is re-stated as below:</i></p> <p><b>6. Conduct of Legal proceedings</b></p> <p><b>a) Nomination of the Appointed Representative</b>  <b>You</b> are free to choose an <b>appointed representative</b> (by sending us a suitably qualified person’s name and address) If <b>you</b> ask <b>us</b>, <b>we</b> may assist <b>you</b> in choosing a suitable representative.</p> <p>In selecting a representative, <b>you</b> have a duty to ensure that the fees charged by the representative are reasonable having regard to the nature of the work required, its complexity and value, and the level of experience appropriate to the matter.</p> <p><b>We</b> may choose not to accept <b>your</b> chosen representative. If this occurs <b>we</b> will</p>

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	<p>explain why. If there is a disagreement over the choice of representative in these circumstances, <b>you</b> may choose another suitably qualified person and submit the name of that person to <b>us</b> for approval.</p> <p>Any representative is appointed in your name to act for <b>you</b>.</p>
<p><b>Part E – Emergency Property Assistance</b></p> <p><b>Page 40</b></p>	<p><i>Special Condition 6 is re-stated as below to clarify the situation in regard to the work that will be carried out by a contractor following the reporting of an emergency situation:</i></p> <p><b>6.</b></p> <p><b>We</b> undertake to provide rapid, expert help if <b>You</b> suffer an <b>Emergency</b> arising from an incident covered under this section of the policy. <b>We</b> will arrange for one of <b>Our</b> repairers on <b>Our</b> nationwide list of approved tradesmen to attend and take action to stabilise the situation and remove the <b>Emergency</b>.</p> <p><b>We</b> will undertake work to resolve the <b>Emergency</b> by completing a temporary repair which will resolve the emergency but will need to be replaced by a permanent repair to put right the damage caused to the property by the <b>Emergency</b>. A permanent repair will be carried out only if it can be undertaken on the first visit and would cost no more than a temporary repair.</p> <p>All requests for assistance must be made to the <b>Home &amp; Legacy Helpline</b> and not to the <b>contractor</b> direct otherwise the claim will not be covered. <b>You</b> must telephone the <b>Home &amp; Legacy Helpline</b> on <b>0845 070 1228</b> and select ‘<b>option 3</b>’.</p> <p>The <b>Home &amp; Legacy Helpline</b> will discuss with <b>you</b> the assistance <b>you</b> require and obtain a suitable <b>contractor</b> provided that the <b>work</b> is not prevented by any of the following:</p> <ul style="list-style-type: none"> <li><b>a)</b> adverse weather conditions;</li> <li><b>b)</b> industrial disputes (official or otherwise);</li> <li><b>c)</b> failure of the public transport system, including the road and railway networks and repairs to them; or</li> <li><b>d)</b> other circumstances preventing access to the <b>home</b> or making it impractical to carry out the necessary <b>work</b>.</li> </ul> <p>The <b>Home &amp; Legacy Helpline</b> and the <b>contractor</b> will have reasonable discretion as to when and how <b>work</b> is undertaken.</p> <p>An incident which could result in serious property damage or personal injury should be notified immediately to the appropriate utility supplier and/or the emergency services. If <b>you</b> have followed the correct claims procedure above the <b>contractor</b> will charge the cost of all <b>work</b> covered by this insurance directly to the <b>insurer</b>.</p>
<p><b>Part F - Multi-Trip Travel Insurance</b></p> <p><b>Pages 41 - 56</b></p>	<p><i>Multi-Trip Travel Insurance - Part F of the policy and any reference to it throughout the policy wording is deleted in its entirety.</i></p> <p>Should you wish to include Multi-Trip Travel Insurance either from renewal or at any stage in the future we will provide you with a replacement standalone policy wording. Further information about the travel insurance including an up to date policy booklet and a summary of the cover can be found on our website at <a href="http://www.homeandlegacy.co.uk">www.homeandlegacy.co.uk</a>. Alternatively contact us on 084 893 8360.</p>

## SmartWater Theft Prevention System

Last year as an added benefit of your Ultra Home policy we provided a complimentary **SmartWater Theft Prevention System**. We are pleased to advise that should you decide to renew your home insurance this benefit will continue and your complimentary subscription will automatically be renewed for a further 12 months.

However, should you decide not to renew your home insurance, we will notify SmartWater to cancel your subscription as our complimentary service is only provided for Home & Legacy home policyholders.

It will still be possible for you to continue with the service, but you will need to contact SmartWater directly to arrange this. You will need to do this within 30 days of your renewal and pay the annual subscription which for former Home & Legacy policyholders is **£59.88** (inc.VAT). SmartWater can be contacted on **0800 521 669**.